

## INTRODUCTION

These terms and conditions (hereinafter the “Terms”), Privacy Policy and any terms and conditions published from time to time on the website (being <https://www.impact.earth> , all subdomains and all their respective pages) constitute the legal relationship and agreement between you, the Donator, and the Stichting Impact Earth Foundation , registered in the Netherlands with the company number 70009929 and registered office address Borggraaf 35, 8226TG Lelystad, in respect of your participation in the Crowdfunding, receiving and holding Tokens, and your use of the Website.

“Affiliate” means in respect of a person (hereinafter the “First Person”), any other person which directly or indirectly through one or more intermediaries:

- (a) Controls the First Person;
- (b) is Controlled by the First Person; or currently
- (c) is under common Control with the First Person.

“Bitcoin” or “BTC” means the digital currency and payment system using peer to peer transactions verified by network nodes and recording in a public distributed ledger called the blockchain.

“Closing Time” means 23:59 PM CET on January 31, 2018.

“Commencement Time” means 12:00 AM CET on November 24, 2017.

“Control” or “to Control” means, with respect to any person, the possession, directly or indirectly (including through any number of interposed persons), of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise and Controlled has a corresponding meaning.

“Crowdfund” or “Crowdfunding” means the crowdfunding process contemplated by the Whitepaper by which Stichting Impact Earth Foundation will receive Donations for the development of the IMPACTXO Platform, the participation in the Democratization of Housing concept as well as pre-financing a portfolio of Real Asset Impact Investments.

“Donator” means you, the legal or natural person participating in the Crowdfunding.

“Donation” means funds which Donators send to Stichting Impact Earth Foundation in exchange for IMPACTXO Coins according to the current exchange rate.

“Force Majeure Event” means any event or circumstance which: (1) is not within the reasonable control of Stichting Impact Earth Foundation or any of their subcontractors; (2) directly or indirectly and alone or when taken together with any other such events, causes Stichting Impact Earth Foundation to fail to deliver the IMPACTXO Coin; and (3) is not reasonably able to be prevented by Stichting Impact Earth Foundation taking reasonable precautions and cannot reasonably be circumvented by Stichting Impact Earth Foundation .

“Loss” means damages, claims, applications, loss, injuries, delays, accidents, costs, business interruption, expenses (including, without limitation, counsel’s or legal fees or the

costs of any claim or suit), any incidental, direct, indirect, general, special, punitive, exemplary, special or consequential damages, any loss of goodwill, profits or revenue or any other economic loss, any loss of cryptocurrency or digital assets, any work stoppage, data loss, computer failure or malfunction, or any other commercial or other loss.

“Operator” means any operator of Stichting Impact Earth Foundation, engaged into the development of platform software or IMPACTXO Coins, or providing any other services requested by Stichting Impact Earth Foundation.

“Payout” means the distributable profits of Stichting Impact Earth Foundation attributable to the holders of the IMPACTXO Coins.

“Stichting Impact Earth Foundation” or “Foundation” means Stichting Impact Earth Foundation being the Foundation established under the laws of the Netherlands and having as its registered office in the Netherlands and includes an Operator engaged by Stichting Impact Earth Foundation where the context allows.

“Stichting Impact Earth Foundation”, “Stichting Impact Earth Foundation Blockchain Token”, “IMPACTXO” or “IMPACTXO Coin” means the ERC20 standard Ethereum token used in the Stichting Impact Earth Foundation Crowdfund, it represents the proof of participation in the ICO and the opportunity to receive a part of company’s distributable profits, as described in the Whitepaper. IMPACTXO Coins in aggregate shall carry the right to receive 70% of company’s quarterly distributable profit. All the Token holders are eligible for obtaining Payouts according to their stakes.

“IMPACTXO Coin”, “IMPACTXO Coins” means the ERC20 standard Ethereum token used in the Stichting Impact Earth Foundation Crowdfund.

“Tokens” means both the IMPACTXO Coin and Earth token.

“Stichting Impact Earth Foundation” means Stichting Impact Earth Foundation, any Operator, any of their Affiliates and any Operator or their Affiliates.

“Whitepaper” means the document describing the IMPACTXO Coin and Stichting Impact Earth Foundation project available on the Website at [http://www.impact.earth/files/IMPACTXO\\_whitepaper.pdf](http://www.impact.earth/files/IMPACTXO_whitepaper.pdf)

“Reserved Proportions” means the proportions of the total number of Tokens provided as a result of Crowdfunding, such proportions being the 15% reserved for IMPACTXO founders team & advisors.

“Smart Contract” means the Ethereum smart contract made for IMPACTXO Coin, and is the mechanism of the distribution of Pay-outs to the Token holders as described in the Token Whitepaper.

“US” or “USA” means the United States of America, its territories or possessions, any state of the United States of America or the District of Columbia.

“CET” means Central European Time.

“Website” means <https://www.impact.earth> , all subdomains and all their respective pages.

The Crowdfunding is being conducted by Stichting Impact Earth Foundation and will take place wholly outside the United States of America. By using the Website and participating in the Crowdfunding you agree to these terms and conditions. Stichting Impact Earth Foundation reserves the right to amend the terms and conditions at any time and such amendments will be effective immediately upon publication on the Website. By continuing to use the Website and participating in the Crowdfunding you accept such amendments.

If you do not agree to these terms and conditions, you must refrain from using the Website and participating in the Crowdfunding.

## **1 Website**

1.1 Stichting Impact Earth Foundation reserves the right, at its sole and absolute discretion and without giving prior notice, to:

- (a) vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website; and
- (b) block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. No Stichting Impact Earth Foundation Party will be liable for any Loss which may be incurred as a result of such action.

1.2 The Website may refer in hyperlinks to websites which are not maintained or controlled by IMPACTXO Coin or the Foundation. All hyperlinks to such websites are provided as a convenience to you. Use of the hyperlinks and access to such websites is entirely at your own risk. All Stichting Impact Earth Foundation Parties disclaim any responsibility and liability for any third-party content in websites linked to on the Website and shall not be liable for any Loss arising from you accessing or using such websites.

1.3 The inclusion of any hyperlink does not imply endorsement of Stichting Impact Earth Foundation of such websites. Under no circumstances shall Stichting Impact Earth Foundation be considered to be associated or affiliated in any manner with any trade or service marks, logos, insignia or other devices used or appearing on websites to which the Website is linked.

## **2 Crowdfunding**

2.1 Donators will donate funds to Stichting Impact Earth Foundation for the development of the IMPACTXO Coin, Earth token, IMPACTXO platform, participation in the Democratization of Housing concept, the pre-financing of a portfolio of Real Asset Impact Investments and any other necessary software, and will receive IMPACTXO Coins in recognition of Donations.

2.2 Tokens impart no proprietary rights or obligation or contract, express or implied, other than the ability to receive any rewards described in the Whitepaper, if IMPACTXO Coin & IMPACTXO Token are successfully completed and deployed. In particular, Donators will not have any influence in the development or governance of Stichting Impact Earth Foundation or the IMPACTXO Coin. The sole and exclusive usage rights of these intellectual property rights are held by and assigned to Stichting Impact Earth Foundation and its nominees.

2.3 Crowdfunding will be conducted via the Website and will consist of Stichting Impact Earth Foundation accepting Donations and providing IMPACTXO Coin and Earth Tokens in recognition of such donations. Donators may donate using the cryptocurrencies or other

payment methods notified on the Website. Failure to follow the Crowdfunding instructions on the Website may limit, delay, or prevent a Donator from donating. Any questions about such instructions should be directed to [info@impact.earth](mailto:info@impact.earth)

2.4 There are no guarantees that IMPACTXO Coin and Earth Tokens's automatic trading software will be delivered within any particular timeframe, or at all.

2.5 By donating to the Foundation, and to the extent permitted by applicable law, you agree to not hold any Stichting Impact Earth Foundation Party liable for any Loss arising out of, or in any way connected to, your failure to properly secure and keep private your email address and any password used in connection with Crowdfunding or the safekeeping of cryptocurrencies.

2.6 During the Crowdfunding ICO the Foundation and IMPACTXO Coin are free to convert Bitcoins and Ether to EURO or USD as they wish.

2.7 The Foundation can stop the Crowdfunding ICO at any moment they want without further notice.

2.8 The Foundation can, at any moment, cancel the Crowdfunding ICO and refund all invested money to Donators keeping paragraph 15 in account.

### **3 Creation of Tokens**

3.1 IMPACTXO Coin and IMPACTXO Coins will be created during the Crowdfunding and provided to Donators in a reasonable time after receiving the donation.

3.2 The total amount of IMPACTXO Coins released at the end of the Crowdfunding is divided into 3 categories:

3.2.1 85% is provided to Donators as a recognition of Donations including a bonus according to the distribution scheme (see scheme at <https://www.impact.earth> )

3.2.2 4% is provided as bounties to supporters of Stichting Impact Earth Foundation for actions other than Donations according to the distribution scheme (see scheme at <https://rab.one/bounty> );

3.2.3 11% is provided to the founders & advisors of Impact Earth.

3.3 The funds raised from the Crowdfunding will be applied towards the assets backing the IMPACTXO Coin and development of the Stichting Impact Earth Foundation goals in accordance with the Whitepaper.

### **4 Timing of Crowdfunding**

4.1 Crowdfunding will begin at the Commencement Time and end at the Closing Time.

4.2 Stichting Impact Earth Foundation reserves the right to change the Commencement Time or the Closing Time in its absolute discretion. Any such changes will be published on the Website.

### **5 Bonus Tokens**

5.1 Subject to clauses 7.2 and 7.3, during the Crowdfunding, 1 IMPACTXO Coin will be provided for the equivalent of every 1 US dollars donated. The minimum required donation is 10 USD.

5.2 Bonuses will be available during the first Crowdfunding period as explained in the whitepaper and on the website.

5.3 Stichting Impact Earth Foundation may determine in its absolute discretion that any other bonuses may apply during the Crowdfunding.

## **6 Obligation to comply the laws of Donator's jurisdiction**

It is the responsibility of each potential Donator to determine if the Donator can legally participate in the Crowdfunding, make donations to Stichting Impact Earth Foundation, and receive and hold IMPACTXO Coins and Earth Tokens in the Donator's jurisdiction. Stichting Impact Earth Foundation will not be held liable in case of any Donator's failure to meet this condition.

## **7 Acceptance of Crowdfunding terms and conditions**

7.1 By participating in the Crowdfunding, you expressly acknowledge and represent that you have carefully reviewed these terms and conditions, the Whitepaper, the Website and fully understand the risks, costs, and benefits associated with Tokens and you agree to be bound by these terms and conditions.

7.2 By using the Website and participating in the Crowdfunding you represent and warrant that you:

- (a) are legally permitted to participate in the Crowdfunding, make donations to Stichting Impact Earth Foundation , or receive and hold IMPACTXO Coins and Earth Tokens in your jurisdiction;
- (b) are of a sufficient age to legally participate in the Crowdfunding, make donations to Stichting Impact Earth Foundation , or receive and hold IMPACTXO Coins and Earth Tokens;
- (c) are not participating in the Crowdfunding, making donations to Stichting Impact Earth Foundation , receiving and holding Tokens, or exchanging any cryptocurrency for Tokens for the purpose of speculative investment;
- (d) are not participating in the Crowdfunding, making donations to Stichting Impact Earth Foundation , or receiving and holding Tokens for an illegal purpose;
- (e) have an understanding of the usage and intricacies of cryptocurrencies, cryptographic Tokens and blockchain based software systems.

7.3 Further, by using the Website and participating in the Crowdfunding you acknowledge and agree that:

- (a) you take sole responsibility for any restrictions and risks associated with participating in the Crowdfunding, making donations to Stichting Impact Earth Foundation , or receiving and holding Tokens, whether referred to in these terms and conditions, arising under any applicable law or otherwise;
- (b) you waive the right to participate in any class action lawsuit or any class wide arbitration against any Stichting Impact Earth Foundation Party or IMPACTXO Coin;
- (c) you are participating in the Crowdfunding, making donations to Stichting Impact Earth Foundation , and receiving and holding IMPACTXO Coin and Earth Tokens to facilitate the development of software, testing, deployment and operation of Stichting Impact Earth Foundation and the development of IMPACTXO Coins and Earth Tokens;
- (d) the proposed outcomes discussed in the Whitepaper may not be achieved;
- (e) IMPACTXO Coin and Earth Tokens may not provide the rewards envisaged;
- (f) participating in the Crowdfunding, making donations to IMPACTXO Coin, or receiving and holding IMPACTXO Coin and Earth Tokens do not grant any decision making power, including (without limitation) in relation to development, governance or the role, conduct or performance of Stichting Impact Earth Foundation.
- (g) you will not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website;
- (h) you will not violate or attempt to violate the security of the Website;

- (i) you will not access information or data which you are not authorised to access;
- (j) you will promptly provide to IMPACTXO Coin, upon request, any additional information which Stichting Impact Earth Foundation may consider necessary in providing services on the Website; and
- (k) you will ensure that any information or content posted, or permitted or caused to be posted, on the Website, shall be non-confidential or non-proprietary unless expressly indicated otherwise, and not offensive, illegal under any applicable law, and that you will be responsible for all such information or content.

7.4 By using the Website and participating in the Crowdfunding you further agree to the following statements:

7.4.1 represent that I am:

- (a) NOT an individual who is a resident of the United States of America, its territories or possessions, any state of the United States of America or the District of Columbia (the “USA”);
- (b) NOT a corporation, partnership or other legal entity formed under the laws of the USA;
- (c) NOT an agency, branch or office located in the USA of a corporation, partnership or other legal entity that was formed under laws other than those of the USA;
- (d) NOT a trust of which any trustee is described in (a), (b) or (c) above;
- (e) NOT a legal entity (i) the shares of which are not publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in (a), (b), (c) or (d) above;
- (f) NOT a member of any branch of the military of the USA; and
- (g) NOT an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), (c), (d), (e) or (f) above.

7.4.2 My decision to subscribe for IMPACTXO Coins and Earth Tokens was:

- (a) NOT based, at least in part, on information I received or communications I exchanged while I, or the person providing the information or with whom the communication was exchanged, was within the USA;
- (b) NOT made inside the USA; and
- (c) NOT communicated to Stichting Impact Earth Foundation from a source within the USA.

7.4.3 My purchase of IMPACTXO Coin and IMPACTXO Coins is:

- (a) made for my own account as principal;
- (b) NOT made in anticipation of a further distribution of the Stichting Impact Earth Foundation Tokens to others; and
- (c) NOT preceded, and will not be followed within 2 days from the Closing Time, by any effort to create or condition a market for the Stichting Impact Earth Foundation Tokens in the USA.

## **8 Token purchase**

8.1 Stichting Impact Earth Foundation will provide you with different payment instructions depending on the donated amount. This can be either payment by credit card, direct payment with cryptocurrency or you will receive an email with instructions how to donate in cryptocurrency or fiat currency after you have filled in the donation form on the website [www.impact.earth](http://www.impact.earth) .

8.2 In case the amount is not suitable for payment via credit card and a bank transfer is needed, Stichting Impact Earth Foundation will provide you with an email with bank account details for Donations made in fiat currencies after you have filled in the donation form on the website [www.impact.earth](http://www.impact.earth) .

8.3 Stichting Impact Earth Foundation will provide you with a unique order identification



combination which will serve as a reference ID for all the requests regarding created purchase requests for both cryptocurrency and fiat Donations.

8.4 The base currency of the token sale is USD. When making a donation in a fiat currency or crypto currency different than USD, the amount is recalculated at the valid exchange rate.

When requested to pay by transfer, Stichting Impact Earth Foundation will ask you to pay your crypto donation within 20 minutes and your fiat donation on the same day from time of pledge. When you make your donation at a later time, Stichting Impact Earth Foundation will recalculate the amount of tokens you receive based on the exchange rate at time of transfer.

8.4 Donator will be informed by email of the status updates of his Donation.

## **9 Crowdfunding on the Website and authorized exchanges only**

9.1 Stichting Impact Earth Foundation will only Crowdfund via the Website. To the extent that any third party website or service, not listed among the authorized exchanges at the Website, takes Donations to IMPACTXO Coins, provides Tokens during the Crowdfunding, or facilitates Donations to Stichting Impact Earth Foundation or the provision of Tokens in any way during the Crowdfunding, such third party websites or services are not in any way supported, endorsed or sanctioned by any Stichting Impact Earth Foundation Party and have no relationship in any way with Stichting Impact Earth Foundation .

9.2 The only official and authorised Crowdfunding website URL operated by Stichting Impact Earth Foundation is <https://www.impact.earth> . You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

9.3 The list of officially authorized exchanges which are allowed to distribute the IMPACTXO Coin and Earth Token is announced at the Website.

9.4 By participating in the Crowdfunding, making donations to Stichting Impact Earth Foundation , or receiving and holding IMPACTXO Coins and Earth Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any Stichting Impact Earth Foundation Party) may be held liable for any Loss arising out of, or in any way connected to your participation in the Crowdfunding, Donations to Stichting Impact Earth Foundation , or receiving and holding Tokens in any manner other than via the Website of authorized exchanges.

## **10 Limitations on receiving Tokens**

10.1 There will be a limitation of 100.000.000 on the amount of Tokens provided during the Crowdfunding. Subject to clause 10.2, a party may receive any number of the total Tokens provided.

10.2 85% of IMPACTXO Coins will be provided during the Crowdfunding. The remaining 15% of Tokens will be for the founders, team, advisors and bounties.

B) All IMPACTXO Coin tokens not sold during the crowdfunding will be put in storage for 1 year.

## **11 Fraudulent attempts to double spend cryptocurrency**

Stichting Impact Earth Foundation will monitor all potential transactions for attempts to double spend any cryptocurrency or cryptographic Tokens during Crowdfunding. Any detected double spend will result in no Tokens being provided to the relevant party.

## **12 Warning: First do extensive research before participating in this Crowdfunding**

if you are not familiar with or do not understand cryptocurrencies, cryptographic tokens, and blockchain based software systems.

12.1 Only parties having significant experience with, or an understanding of, the use and intricacies of cryptocurrencies, cryptographic tokens, and blockchain based software systems should participate in the Crowdfunding.

12.2 While Stichting Impact Earth Foundation will provide general guidelines in relation to use and storage of Tokens, you should have a functional understanding of storage and transmission mechanisms associated with cryptocurrencies, cryptographic tokens, and blockchain based software systems. While Stichting Impact Earth Foundation will be available to assist you during and after the Crowdfunding, no Stichting Impact Earth Foundation Party will be liable for any Loss arising out of, or in any way connected to any actions taken by, or any omissions by any Donator.

## **13 Warning: Token price may experience extreme volatility**

13.1 Cryptographic Tokens or cryptocurrencies that possess value in public markets, such as BTC, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in Token value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. Stichting Impact Earth Foundation cannot and does not guarantee any market liquidity for Tokens. Additionally, due to different regulatory requirements in different jurisdictions, and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of Tokens may be markedly different in different jurisdictions.

13.2 By participating in the Crowdfunding, making donations to IMPACTXO Coin, or receiving and holding IMPACTXO Coins and Earth Tokens, you acknowledge and agree that you fully understand that Tokens may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any Stichting Impact Earth Foundation Party) may be held liable for any Loss arising out of, or in any way connected your participation in the Crowdfunding, Donations to Stichting Impact Earth Foundation , or receiving and holding IMPACTXO Coin and IMPACTXO Tokens.

## **14 Warning: Receiving Tokens has a number of risks**

14.1 Tokens carry risks.

Prior to receiving Tokens, you should carefully consider such risk and, to the extent necessary, consult with an appropriately qualified advisor. If any of the following risks are unacceptable to you, you should not accept Tokens. By participating in the Crowdfunding, making donations to IMPACTXO Coin, or receiving and holding Tokens, you acknowledge and agree that you understand the risks described below and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any Stichting



Impact Earth Foundation Party) may be held liable for any Loss arising out of, or in any way connected with your participation in the Crowdfunding, Donations to IMPACTXO Coin, or receiving and holding Tokens or such risk.

14.2 Dissolution of Stichting Impact Earth Foundation due to a diminishment in the value of other cryptocurrencies, cryptographic tokens, and blockchain based software systems. Stichting Impact Earth is using Real Assets, a blockchain solution for Impact Investors and participation in a unique housing system to support the value of the coin. Notwithstanding this fact, it is possible that the values of the tokens may drop significantly in the future, which may deprive Stichting Impact Earth Foundation of sufficient resources to continue to operate.

14.3 Regulatory action in one or more jurisdictions.

Cryptocurrencies, cryptographic tokens, and blockchain based software systems have been the subject of regulatory scrutiny by various regulatory bodies in numerous jurisdictions. Stichting Impact Earth Foundation could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Stichting Impact Earth Foundation to develop IMPACTXO Coin, Earth Token and the blockchain platform.

14.4 Theft. Hackers or other groups or organisations may attempt to steal Tokens.

14.5 Ethereum mining attacks. The Donator understands and accepts that, as with other cryptocurrencies, cryptographic tokens, and blockchain based software systems, the Ethereum blockchain used for Stichting Impact Earth Foundation Crowdfunding campaign is susceptible to mining attacks, including but not limited to double spend attacks, majority mining power attacks, “selfishmining” attacks, and race condition attacks. Any successful attacks present a risk to Stichting Impact Earth Foundation Crowdfunding campaign, expected proper execution and sequencing of Token transactions, and expected proper execution and sequencing of contract computations.

14.6 Weaknesses or exploitable breakthroughs in the field of cryptography.

Cryptography is a rapidly developing field with advances in code cracking and technical advances, which could present a risk to Stichting Impact Earth Foundation Crowdfunding campaign and potentially result in the theft or loss of Tokens. To the extent possible, Stichting Impact Earth Foundation intends to update the protocol underlying Stichting Impact Earth Foundation Tokens to account for any advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or the success of any future security updates.

## **15 Cancellation and refund policy**

15.1 By participating in the Crowdfund, you acknowledge that Stichting Impact Earth Foundation is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund, and you consent to no right of withdrawal from the Crowdfund.

15.2 All Donations to Stichting Impact Earth Foundation are final and non-refundable.

## **16 Taxation**

16.1 Stichting Impact Earth Foundation makes no representations concerning the tax implications of participating in the Crowdfunding, making donations to IMPACTXO Coin, or receiving and holding IMPACTXO Coins and Earth Tokens.

16.2 You bear the sole responsibility for determining or assessing the tax implications of your participation in the Crowdfunding, Donations to IMPACTXO Coin, or receiving and holding IMPACTXO Coins and Earth Tokens in all respects and in any relevant jurisdiction.

16.3 By participating in the Crowdfunding, making donations, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any Stichting Impact Earth Foundation Party) may be held liable for any Loss arising out of, or in any way connected to, any tax liability you may incur in connection with your participation in the Crowdfunding, Donations to IMPACTXO Coin, or receiving and holding IMPACTXO Coins and Earth Tokens.

## **17 Privacy**

17.1 Except as otherwise provided in these terms and conditions, Privacy Policy or on the Website, Stichting Impact Earth Foundation will not publish any identifying information relating to you without your prior written consent.

17.2 Donators may be contacted by Stichting Impact Earth Foundation regarding the Crowdfunding before, during and after the Crowdfunding.

17.3 Stichting Impact Earth Foundation may request additional information from Donators if such information is required by applicable laws or required to provide any technical support requested by the Donator.

## **18 Intellectual property**

18.1 Unless otherwise stated, the content and information on the Website are the property of Stichting Impact Earth Foundation Parties or other parties. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use. This Website is to be used by the Donators only. You, the Donator are granted a limited, non-transferable, revocable license to view and copy the information solely for personal use only, subject to clause 21.2.

18.2 All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website shall vest in and remain property of Stichting Impact Earth Foundation. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that you do not breach these terms and conditions.

## **19 US citizens**

19.1 Tokens are not offered to US residents or citizens.

19.2 By participating in the Crowdfunding, making donations, or receiving and holding Tokens you represent and warrant that you are not a US resident or citizen, and all the representations as laid out in clause 8.4 are true and accurate.

## **20 Jurisdiction of the Crowdfund**

The legal entity conducting the Crowdfunding, Stichting Impact Earth Foundation, is registered in the Netherlands, under the laws of the Netherlands.

## **21 Force majeure**

No Stichting Impact Earth Foundation Party is liable in any way for failure to perform due to any Force Majeure Event. By participating in the Crowdfunding, making donations to IMPACTXO Coin, or receiving and holding Tokens, to the extent permitted by applicable

law, you agree that no other party (including, without limitation any Stichting Impact Earth Foundation Party) may be held liable for any Loss arising out of, or in any way connected to, any Force Majeure Event.

## **22 Complete agreement**

22.1 These terms and conditions together with any terms and conditions published from time to time on the Website, set out the entire understanding between each Donator and Stichting Impact Earth Foundation and any other Stichting Impact Earth Foundation Party in relation to your participation in the Crowdfunding, Donations to IMPACTXO Coin, or receiving and holding Tokens.

22.2 To the extent this document conflicts with the Website or any other document, including but not limited to the whitepaper, this document prevails.

22.3 To the extent that these terms and conditions, any terms and conditions published from time to time on the Website, the whitepaper conflict with translated copies, the English version prevails.

## **23 Severability**

If any provision of these terms and conditions is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions, which shall continue in full force and effect.

## **24 No waiver**

The failure of Stichting Impact Earth Foundation to require or enforce strict performance of any provision of these terms and conditions or Stichting Impact Earth Foundation 's failure to exercise any right under these terms and conditions shall not be construed as a waiver or relinquishment of Stichting Impact Earth Foundation 's right to assert or rely upon any such provision or right (or any other provision and/or right contained this document in its entirety, as the case may be) in that or any other instance. The express waiver by Stichting Impact Earth Foundation of any provision, condition, or requirement of these terms and conditions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set out in these terms and conditions, no representations, statements, consents, waivers, or other acts or omissions by Stichting Impact Earth Foundation shall be deemed a modification of these terms and conditions or be legally binding.

## **25 Disclaimer of warranties**

25.1 The Donator expressly agrees that the Donator is participating Crowdfunding, making donations to Stichting Impact Earth Foundation , and receiving and holding IMPACTXO Coin and Earth Tokens at their own risk and that IMPACTXO Coins and Earth Tokens are provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law).

25.2 Without limiting clause 30.1, Stichting Impact Earth Foundation does not warrant

that the process for participating in the Crowdfunding, making donations to IMPACTXO Coins, or receiving and holding Tokens will be uninterrupted or error free.

## **26 Exclusion of liability**

No Stichting Impact Earth Foundation Party will be liable (whether in an action in negligence, contract or tort based on a warranty or otherwise) for any Loss even if Stichting Impact Earth Foundation or its representatives, or any Stichting Impact Earth Foundation Party are advised of the possibility of such Loss, howsoever caused as a result, directly or indirectly, of or arising from or in connection with:

- (a) your participation in the Crowdfunding, Donations to the Foundation , receiving and holding Tokens;
- (b) any access, the use of, or inability to access or use, the Website;
- (c) your reliance on or use of or inability to use the content and information of the Website or any linked website;
- (d) any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website or any linked website;
- (e) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Website;
- (f) unauthorised access to or alteration of your transmissions or data;
- (g) statements or conduct of any third party on the Website; or
- (h) any other matter relating to the Website.

## **27 Indemnity**

You will indemnify Stichting Impact Earth Foundation Parties, from and against all Loss in any way arising out of your participation in the Crowdfunding, Donations to IMPACTXO Coins, or receiving and holding Tokens, or your use of the Website.

## **28 Forward looking statements**

28.1 the Website and the Whitepaper may include forward looking statements. Often, but not always, forward looking statements can be identified by the use of words such as “believes,” “expects,” “does not expect,” “is expected,” “targets,” “outlook,” “plans,” “eta”, “scheduled,” “estimates,” “forecasts,” “intends,” “anticipates” or “does not anticipate” or variations of such words and phrases or statements that certain actions, events or results “may,” “could,” “would,” “might” or “will” be taken, occur or be achieved. Forward looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Stichting Impact Earth Foundation to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Although Stichting Impact Earth Foundation believes it has a reasonable basis for making these forward-looking statements, you must not place undue reliance on such forward-looking information. By its nature, forward looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward looking statements will not occur.

28.2 By participating in the Crowdfunding, making donations to Stichting Impact Earth Foundation , receiving and holding Tokens, or using the Website, you acknowledge and agree that you fully understand and accept the risks, and to the extent permitted by

applicable law, you agree that no other party (including, without limitation any Stichting Impact Earth Foundation Party) will be held liable for any Loss arising out of, or in any way connected with your participation in the Crowdfunding, Donations to IMPACTXO Coin, receiving or holding Tokens or use of the Website.

## **29 Acknowledgement**

Usage and receiving Tokens may carry financial risk. You acknowledge and agree that in no event shall any Stichting Impact Earth Foundation Party be liable or responsible for any Loss in any way arising out of your participation in the Crowdfunding, Donations to IMPACTXO Coin, receiving and holding Tokens, or use of the Website and all Stichting Impact Earth Foundation Parties are hereby released by the Donator from liability for any and all such Loss.

## **30 Governing law**

This document shall be governed by the laws of the Netherlands. The courts of the Netherlands shall have exclusive jurisdiction over any and all disputes arising out of this document.